



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

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Case Number: CGC-15-547036

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COMPLAINT

JOSHUA RODGERS VS. KINK.COM ET AL

001C05007169

Instructions:

Please place this sheet on top of the document to be scanned.

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Sandra Ribera Speed, Esq. (236769) Ribera Law Firm, A Professional Corporation 157 West Portal Avenue, Suite 2, San Francisco, California 94127 TELEPHONE NO.: 415-576-1600 FAX NO.: 415-842-0321 ATTORNEY FOR (Name): JOSHUA RODGERS		FOR COURT USE ONLY <div style="font-size: 2em; font-weight: bold; letter-spacing: 0.5em;">FILED</div> Superior Court of California County of San Francisco <div style="font-size: 1.2em;">JUL 24 2015</div> CLERK OF THE COURT DENNIS TOYAMA BY: _____ Deputy Clerk	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco STREET ADDRESS: 400 McAllister Street MAILING ADDRESS: CITY AND ZIP CODE: San Francisco 94102 BRANCH NAME: Civic Center Courthouse - Civil		CASE NUMBER: <div style="font-size: 1.5em; font-weight: bold;">C-15-547036</div>	
CASE NAME: Rodgers v. Kink.com, et al.		JUDGE: DEPT:	
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)		Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder CG Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)	

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:		
Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input checked="" type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case ☐ is ☒ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|--|--|
| a. <input type="checkbox"/> Large number of separately represented parties | d. <input type="checkbox"/> Large number of witnesses |
| b. <input type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve | e. <input type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court |
| c. <input type="checkbox"/> Substantial amount of documentary evidence | f. <input type="checkbox"/> Substantial postjudgment judicial supervision |
3. Remedies sought (check all that apply): a. ☒ monetary b. ☐ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): 9
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: July 24, 2015
 Sandra Ribera Speed, Esq.

(TYPE OR PRINT NAME)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

BY FAX

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort	Contract	Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400-3.403)
Auto (22)—Personal Injury/Property Damage/Wrongful Death	Breach of Contract/Warranty (06)	Antitrust/Trade Regulation (03)
Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)	Breach of Rental/Lease	Construction Defect (10)
	Contract (not unlawful detainer or wrongful eviction)	Claims Involving Mass Tort (40)
	Contract/Warranty Breach—Seller	Securities Litigation (28)
	Plaintiff (not fraud or negligence)	Environmental/Toxic Tort (30)
Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort	Negligent Breach of Contract/Warranty	Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)
Asbestos (04)	Other Breach of Contract/Warranty	Enforcement of Judgment
Asbestos Property Damage	Collections (e.g., money owed, open book accounts) (09)	Enforcement of Judgment (20)
Asbestos Personal Injury/Wrongful Death	Collection Case—Seller Plaintiff	Abstract of Judgment (Out of County)
Product Liability (not asbestos or toxic/environmental) (24)	Other Promissory Note/Collections Case	Confession of Judgment (non-domestic relations)
Medical Malpractice (45)	Insurance Coverage (not provisionally complex) (18)	Sister State Judgment
Medical Malpractice—Physicians & Surgeons	Auto Subrogation	Administrative Agency Award (not unpaid taxes)
Other Professional Health Care Malpractice	Other Coverage	Petition/Certification of Entry of Judgment on Unpaid Taxes
Other PI/PD/WD (23)	Other Contract (37)	Other Enforcement of Judgment Case
Premises Liability (e.g., slip and fall)	Contractual Fraud	Miscellaneous Civil Complaint
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)	Other Contract Dispute	RICO (27)
Intentional Infliction of Emotional Distress	Real Property	Other Complaint (not specified above) (42)
Negligent Infliction of Emotional Distress	Eminent Domain/Inverse Condemnation (14)	Declaratory Relief Only
Other PI/PD/WD	Wrongful Eviction (33)	Injunctive Relief Only (non-harassment)
Non-PI/PD/WD (Other) Tort	Other Real Property (e.g., quiet title) (26)	Mechanics Lien
Business Tort/Unfair Business Practice (07)	Writ of Possession of Real Property	Other Commercial Complaint Case (non-tort/non-complex)
Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)	Mortgage Foreclosure	Other Civil Complaint (non-tort/non-complex)
Defamation (e.g., slander, libel) (13)	Quiet Title	Miscellaneous Civil Petition
Fraud (16)	Other Real Property (not eminent domain, landlord/tenant, or foreclosure)	Partnership and Corporate Governance (21)
Intellectual Property (19)	Unlawful Detainer	Other Petition (not specified above) (43)
Professional Negligence (25)	Commercial (31)	Civil Harassment
Legal Malpractice	Residential (32)	Workplace Violence
Other Professional Malpractice (not medical or legal)	Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)	Elder/Dependent Adult Abuse
Other Non-PI/PD/WD Tort (35)	Judicial Review	Election Contest
Employment	Asset Forfeiture (05)	Petition for Name Change
Wrongful Termination (36)	Petition Re: Arbitration Award (11)	Petition for Relief From Late Claim
Other Employment (15)	Writ of Mandate (02)	Other Civil Petition
	Writ—Administrative Mandamus	
	Writ—Mandamus on Limited Court Case Matter	
	Writ—Other Limited Court Case Review	
	Other Judicial Review (39)	
	Review of Health Officer Order	
	Notice of Appeal—Labor Commissioner Appeals	

SUMMONS (CITACION JUDICIAL)

FOR COURT USE ONLY
(SOLO PARA USO DE LA CORTE)

NOTICE TO DEFENDANT:

(AVISO AL DEMANDADO):

KINK.COM; KINK STUDIOS, LLC; KINKMEN.COM; TSSEDUCTION.COM;
CYBERNET ENTERTAINMENT, LLC; ARMORY STUDIOS, LLC; PETER ACWORTH;
HOGAN KARL aka VAN DARKHOLME; JOSHUA CHATTERLEY aka SEBASTIAN KEYS;
CHRISTINE CORRIGAN aka TOMCAT; and DOES 1 through 50, inclusive,
YOU ARE BEING SUED BY PLAINTIFF:

(LO ESTÁ DEMANDANDO EL DEMANDANTE):

JOSHUA RODGERS

NOTICE: You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **AVISO:** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 o más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desechar el caso.

The name and address of the court is:

(El nombre y dirección de la corte es): San Francisco Superior Court
400 McAllister Street
San Francisco, CA 94102

CASE NUMBER:

(Número del Caso):

C GC - T5 - 547036

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:

(El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es): (415)576-1600
Sandra Ribera Speed, Esq., Ribera Law Firm, APC, 157 W. Portal Ave. Ste 2, San Francisco, CA 94127

DATE:
(Fecha)

JUL 24 2015

CLERK OF THE COURT

Clerk, by
(Secretario)

Dennis Toyama

Deputy
(Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)
(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

DENNIS TOYAMA

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
2. ☐ as the person sued under the fictitious name of (specify):
3. ☐ on behalf of (specify):
under: ☐ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
4. ☐ by personal delivery on (date):

BY FAX



1 Sandra Ribera Speed, Esq. (SBN 236769)
2 **RIBERA LAW FIRM**
3 A Professional Corporation
4 157 West Portal Avenue, Suite 2
5 San Francisco, CA 94127
6 Tel: (415) 576-1600 Fax: (415) 842-0321

7 Attorneys for Plaintiff, JOSHUA RODGERS

FILED
Superior Court of California
County of San Francisco

JUL 24 2015

CLERK OF THE COURT

BY: _____

Deputy Clerk

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE CITY AND COUNTY OF SAN FRANCISCO**

10
11 **JOSHUA RODGERS,**

12 **Plaintiff,**

13 **v.**

14 **KINK.COM; KINK STUDIOS, LLC;**
15 **KINKMEN.COM; TSSEDUCTION.COM;**
16 **CYBERNET ENTERTAINMENT, LLC;**
17 **ARMORY STUDIOS, LLC; PETER**
18 **ACWORTH; HOGAN KARL aka VAN**
19 **DARKHOLME; JOSHUA CHATTERLEY**
20 **aka SEBASTIAN KEYS; CHRISTINE**
21 **CORRIGAN aka TOMCAT; and DOES 1**
22 **through 50, inclusive,**

23 **Defendants.**

) Case No.: **CGC-15-547036**

) **PLAINTIFF'S COMPLAINT FOR**
) **DAMAGES**

-) 1. NEGLIGENCE
) 2. NEGLIGENCE PER SE,
) 3. INTENTIONAL/FRAUDULENT
) MISREPRESENTATION,
) 4. CIVIL CONSPIRACY TO COMMIT
) INTENTIONAL/FRAUDULENT
) MISREPRESENTATION,
) 5. BREACH OF IMPLIED COVENANT
) OF GOOD FAITH AND FAIR
) DEALING
) 6. NEGLIGENT SUPERVISION,
) 7. NEGLIGENT HIRING AND/OR
) RETENTION,
) 8. INTENTIONAL INFLICTION OF
) EMOTIONAL DISTRESS
) 9. PREMISES LIABILITY

) **Prayer for Punitive Damages**
) **JURY TRIAL DEMANDED**

24
25
26
27 **BY FAX**
28

1 Plaintiff JOSHUA RODGERS hereby requests a trial by jury of all issues in this matter.
2 COMES NOW, Plaintiff JOSHUA RODGERS and alleges as follows:

3 PARTIES

4 1. At all relevant times contained herein, Plaintiff JOSHUA RODGERS (hereinafter
5 "RODGERS" or "Plaintiff") worked for Defendants, and each of them, in San Francisco,
6 California.

7 2. Plaintiff alleges that Defendant CYBERNET ENTERTAINMENT, LLC (hereinafter
8 "CYBERNET") is a Limited Liability Corporation registered to do business in the State of
9 California, and is authorized to transact and is transacting business in the internet pornography
10 and the pornographic film industry in the State of California. Defendant CYBERNET maintains
11 a headquarters at 1800 Mission Street, San Francisco, CA. The managing member agent for
12 service of process is Defendant PETER ACWORTH.

13 3. Defendant KINK.COM is a business organization, form unknown, duly organized
14 and existing under and by virtue of the laws of the State of California and is authorized to
15 transact and is transacting business in the internet pornography and the pornographic film
16 industry in the State of California. Defendant KINK.COM maintains a headquarters at 1800
17 Mission Street, San Francisco, California. Defendant KINK.COM is a separate, related entity of
18 Defendants CYBERNET.

19 4. Defendant KINKMEN.COM (hereinafter "KINKMEN") is a business organization,
20 form unknown, duly organized and existing under and by virtue of the laws of the State of
21 California and is authorized to transact and is transacting business in the internet pornography
22 and the pornographic film industry in the State of California. Defendant KINKMEN maintains a
23 headquarters at 1800 Mission Street, San Francisco, California. Defendant KINKMEN is a
24 separate, related entity of Defendant CYBERNET.

25 5. Defendant TSSEDUCTION.COM (hereinafter "TSSEDUCTION") is a business
26 organization, form unknown, duly organized and existing under and by virtue of the laws of the
27 State of California and is authorized to transact and is transacting business in the internet
28 pornography and the pornographic film industry in the State of California. Defendant

1 TSSEDUCTION maintains a headquarters at 1800 Mission Street, San Francisco, California.
2 Defendant TSSEDUCTION is a separate, related entity of Defendant CYBERNET.

3 6. Defendant KINK STUDIOS, LLC (hereinafter "KINK STUDIOS"); is a Limited
4 Liability Corporation registered to do business in the State of California, and is authorized to
5 transact and is transacting business in the internet pornography and the pornographic film
6 industry in the State of California. Defendant KINK STUDIOS maintains a headquarters at 1800
7 Mission Street, San Francisco, California. The managing member of KINK STUDIOS is
8 Defendant PETER ACWORTH.

9 7. Defendant ARMORY STUDIOS, LLC (hereinafter "ARMORY") is a Limited
10 Liability Corporation registered to do business in the State of California, and is authorized to
11 transact and is transacting business in the internet pornography and the pornographic film
12 industry in the State of California. Defendant ARMORY maintains a headquarters at 1800
13 Mission Street, San Francisco, California. The managing member of ARMORY is Defendant
14 PETER ACWORTH.

15 8. Defendants CYBERNET, KINK.COM, KINK STUDIOS, KINKMEN, TS
16 SEDUCTION and ARMORY will be referred to collectively as "KINK Defendants," unless
17 otherwise noted.

18 9. KINK Defendants, and each of them, are headquartered in the San Francisco Armory
19 at 1800 Mission Street in San Francisco, California. The Armory building is a 200,000 square
20 foot 1914 reproduction of a Moorish Castle that served as a National Guard Armory and Arsenal
21 until the 1970s. In 2006, the Armory was purchased by Defendant PETER ACWORTH for the
22 purposes of transacting business in the internet pornography and pornographic film industries. In
23 2007, it was announced that ARMORY STUDIOS, LLC owned the Armory.

24 10. Upon information and belief, at all relevant times referenced herein, Defendant
25 ARMORY STUDIOS, LLC and/or Defendant PETER ACWORTH leased the Armory building
26 located at 1800 Mission Street in San Francisco, California, to Defendants CYBERNET, KINK
27 STUDIOS, KINK.COM, TSSEDUCTION and/or KINKMEN.

28 11. Upon information and belief, Defendant CYBERNET employs the staff and

1 management who work on the various productions for Defendants KINK.COM, KINKMEN, and
2 TSSEDUCTION.

3 12. Upon information and belief, Defendant KINK STUDIOS is a separate corporate
4 entity that also employs staff and management who work on the various productions for
5 Defendants KINK.COM, KINKMEN, and TSSEDUCTION .

6 13. Upon information and belief, Plaintiff alleges that Defendant PETER ACWORTH
7 (hereinafter "ACWORTH") is the owner of Defendants CYBERNET, KINK.COM, KINK
8 STUDIOS, KINKMEN, TSSEDUCTION and ARMORY.

9 14. Upon information and belief, ACWORTH works and resides in San Francisco,
10 California.

11 15. KINK.COM, found at <http://www.kink.com>, is a website which hosts and provides
12 links to approximately thirty (30) additional pornographic websites providing sexually explicit
13 adult photographs, video and other graphic sexual content.

14 16. Defendant KINK.COM comprises a network of fetish and BDSM (bondage,
15 discipline, sadism, masochism) sites, including over two dozen premium subscription sites, a free
16 documentary news site, an interactive live cam site, and an on-demand site that allows customers
17 to purchase every pornographic shoot ever published by the company on an individual basis.

18 17. Defendant KINKMEN.COM was launched in 2008 with the release of
19 BoundGods.com, a gay bondage site. At all relevant times referenced herein, well-known
20 pornographic actor and director, Defendant HOGAN KARL aka VAN DARKHOLME
21 (hereinafter "DARKHOLME"), directed all KINKMEN.COM programming. KINKMEN is
22 comprised of five sites, including NakedKombat.com, a hardcore wrestling site, and
23 BoundinPublic.com, a BDSM site.

24 18. Upon information and belief, at all relevant times referenced herein, DARKHOLME
25 worked and resided in San Francisco, California. DARKHOLME has worked and continues to
26 be employed by the KINK Defendants and/or Defendant ACWORTH as an adult pornographic
27 film director.

28 19. At all relevant times referenced herein, well-known pornographic actor and director,

1 Defendant JOSHUA CHATTERLEY aka SEBASTIAN KEYS (hereinafter "KEYS"), directed
2 content for NakedKombat.com, one of the five sites that is part of Defendant KINKMEN.COM.
3 Upon information and belief, at all relevant times referenced herein, Defendant KEYS worked
4 and resided in San Francisco, California. Defendant KEYS has worked and continues to be
5 employed by the KINK Defendants and/or Defendant ACWORTH as an adult pornographic film
6 director.

7 20. Defendant TSSEDUCTION.COM is a fetish site involving transsexuals. At all
8 relevant times referenced herein, well-known pornographic actor and director, Defendant
9 TOMCAT directed all TSSEDUCTION programming.

10 21. Upon information and belief, at all relevant times referenced herein, Defendant
11 CHRISTINE CORRIGAN aka TOMCAT (hereinafter "TOMCAT") worked and resided in San
12 Francisco, California. Defendant TOMCAT has worked and continues to be employed by the
13 KINK Defendants and/or Defendant ACWORTH as an adult pornographic film director.

14 22. Defendants DARKHOLME, KEYS, and TOMCAT will be referred to collectively as
15 "Defendant DIRECTORS."

16 23. All Defendants will be referred to collectively as "Defendants."

17 24. The true names and capacities of DOES 1 through 50, whether individual, corporate,
18 government, associate or otherwise, are unknown to Plaintiff who therefore sues said defendants
19 by such fictitious names. Plaintiff will amend this complaint to allege their true names and
20 capacities when ascertained.

21 25. Plaintiff is informed and believes, and thereon alleges, that Defendants were the
22 agent, servant, employee and representative of each of the other Defendants. In performing the
23 acts herein alleged, Defendants were acting within the course and scope of such agency or
24 employment, and with full knowledge, permission, authorization, ratification, active assistance
25 and encouragement, and/or consent, express or implied, of each of the other Defendants. All
26 actions of the Defendants alleged in the causes of action into which this paragraph is
27 incorporated by reference were ratified and approved by the officers or managing agents or
28 member of every other defendant.

STATEMENT OF FACTS

1
2 26. At all times relevant herein, Plaintiff was working for Defendant CYBERNET as an
3 independent contractor, who was professionally known as Rod Daily. Plaintiff was contacted by
4 a representative at KINK.COM to request that Plaintiff perform sex acts in pornographic videos
5 produced specifically for internet broadcasts on behalf of KINK Defendants.

6 27. KINK.COM's website includes claims that KINK.COM has "one of the best
7 reputations" in the adult pornographic film industry for "respectful and fair treatment of models,"
8 and that the company provides "clean, comfortable working conditions and an honest and
9 approachable crew." KINK.COM vows to "ensure that models fully understand their rights and
feel empowered to stop or alter a scene at any time."

10 28. Further, KINK.COM "ask(s) all directors to follow a strict set of shooting rules so
11 that all of our content conforms with our company values; we treat our models as professionals
12 and compensate them generously for their talent."

13 29. Plaintiff was reassured that working for KINK.COM was a wise, safe decision, and
14 he was eager to advance his career.

15 30. All communications regarding Plaintiff's work in Defendant KINK.COM's videos
16 originated from KINK.COM electronic mail addresses. Most of the communications had
17 KINKMEN.COM and "The Armory" in the signature portion. Plaintiff's contract for work with
18 KINK.COM lists CYBERNET as the "Producer" and many of the contract pages refer to
KINK.COM.

19 31. At a typical internet video shoot in which Plaintiff performed for KINK Defendants,
20 there were numerous people on set, including the director, one or two camera operators, one or
21 more production assistants, and several other workers, who were employed by one or more
22 KINK Defendants.

23 32. Also at a typical internet video shoot, there were one or two staff members of KINK
24 Defendants present and dedicated to management of the event.

25 33. On February 20, 2013, *SF Weekly* published a front page article titled "Gag Order:
26 Sex Workers Allege Mistreatment at Kink.com." In the article, author Kate Conger outlines
27 ACWORTH's recent arrest for cocaine possession, stating "many were surprised by the misstep
28 from a man who's built his empire on a strict code of ethical behavior and transparency..." Ms.
Conger continues:

1 "However, even as Kink flourishes – it's nearly doubled the
2 number of sites it operates since moving into the Armory – doubts
3 about its ethical standards linger. The Company attracted unwanted
4 attention last summer when it abruptly switched its cam girls' pay
5 rate and sparked a debate about its commitment to models' rights.
6 Now, two former models allege they were denied workers'
7 compensation when injured on Kink sets, one of whom further
8 states she was coerced into a performance that left her with long-
standing injuries and was offered money in exchange for keeping
quiet about those injuries. Other workers claim to have been
terminated...when they questioned Kink's business practices,
including the use of an erectile dysfunction drug called Trimix. ...

9
10 The potential legal quandaries revealed by former Kink models
11 challenge Acworth's ethical claims, and this isn't the first time
he's been called out for going against his models' rights and
shooting rules."

12 34. In detailing a lawsuit filed by Ms. Holloway, a former "cam girl" model, against
13 KINK.COM, Ms. Conger elaborated in *SF Weekly*, "Eden Alexander, a model who has
14 performed for Kink's cam site as well as other porn sites and did not participate in the lawsuit,
15 claims Holloway's firing created a culture of fear in the cam department. She says models
16 became afraid that voicing concerns meant risking their jobs. 'You're in a position where if you
17 don't follow along, you're going to lose shoots,' she explains."

18 35. Plaintiff primarily performed in same-sex shoots for KINK Defendants. While KINK
19 Defendants required testing for sexually transmitted diseases (STDs) and human
20 immunodeficiency virus (HIV) testing in all shoots involving persons of the opposite sex, **same-**
21 **sex shoots did not require the models to be tested for STDs or HIV.**

22 36. Further, KINK Defendants endangered all models at internet video shoots with the
23 dangerous practice of inviting (non-tested) members of the general public to participate in sexual
24 acts during filming. KINK Defendants would regularly issue a mass electronic mail invitation to
25 the general public sometime in advance of the filming date, inviting them to participate. Models
26 for KINK Defendants were placed at significant risk for exposure and infection of STDs and
27 HIV through contact with these untested, unidentified members of the general public. KINK
28 Defendants continued this business practice in direct violation of California law, as set forth

1 herein, and KINK Defendants own stated principles of strict adherence to the safety and well-
2 being of KINK Defendants' employees and models. KINK Defendants regularly and repeatedly
3 placed the health and safety of its models and employees at serious risk.

4 37. KINK Defendants represented to Plaintiff that **all same-sex shoots were condom**
5 **and/or barrier protection required.**

6 38. On or about July 11, 2013, Plaintiff tested negative for HIV.

7 39. On July 28, 2013, Plaintiff shot for KINK Defendants' Bound in Public site. The
8 shoot was directed by Defendant DARKHOLME. Prior to the shoot, Plaintiff was informed that
9 the shoot was a condom and barrier protection required shoot. KINK Defendants did not require
10 that the performers for this shoot be tested for HIV and STDs. Several untested members of the
11 public participated in this shoot. Plaintiff had oral sex performed on him by the "sub" or
12 submissive performer in the shoot. Prior to performing oral sex on Plaintiff, the sub had
13 performed oral sex on several untested performers and various untested members of the public
14 who ejaculated into the sub's mouth. While this shoot was a condom and barrier protection
15 required shoot, no condoms were ever used for oral sex. The sub also engaged in anal sex with
16 several untested performers and various untested members of the public.

17 40. On July 29, 2013, Plaintiff shot for KINK Defendants' Naked Kombat site. The
18 shoot was directed by Defendant KEYS. Prior to the shoot, Plaintiff was informed that this was a
19 condom and barrier protection required shoot. KINK Defendants did not require that the
20 performers for this shoot be tested for HIV and STDs. Plaintiff had oral sex performed on him
21 by an untested performer at the shoot. While this shoot was a condom and barrier protection
22 required shoot, no condoms were ever used for oral sex.

23 41. On August 1, 2013, Plaintiff shot for KINK Defendants' TS Seduction site. The shoot
24 was directed by Defendant TOMCAT. The scene involved Plaintiff sexually interacting with a
25 transgender female who was anatomically male. Although the shoot involved sexual activity
26 between performers of the same sex, condoms were optional for the shoot in spite of the fact that
27 testing for HIV and STDs was not required. Plaintiff requested condoms be used during the
28 shoot. While condoms were used for anal sex, condoms were not used for oral sex. Plaintiff

1 engaged in both oral and anal sex on this shoot. At the end of the shoot, the transgender
2 performer ejaculated in Plaintiff's eye. Plaintiff alerted Defendant TOMCAT of this. Instead of
3 following proper protocol associated with exposure to bloodborne pathogens, Plaintiff was
4 handed a towel and nothing more.

5 42. The above-described pornographic content involving Plaintiff that was shot on behalf
6 of KINK Defendants on July 28, 2013; July 29, 2013; and August 1, 2013, will be referred to
7 collectively as the "KINK SHOOTs."

8 43. On or about August 29, 2013, Plaintiff tested positive for HIV.

9 44. Defendant DIRECTORS not only placed Plaintiff's health at significant risk, they
10 each violated KINK Defendants' shooting rules specifically applicable to Directors, stating in
11 part "It is your [the director's] responsibility to ensure the safety of the model on set. It is your
12 responsibility to ensure the shooting rules are adhered to."

13 45. During the KINK SHOOTs, several of the guests, who were members of the public,
14 were allowed to participate in the sexual activities with the models, including Plaintiff. In direct
15 contradiction to KINK Defendants' stated policies and in violation of California *Code of*
16 *Regulations*, these members of the public are not tested for STDs or HIV prior to their
17 involvement in filming. KINK Defendants' models are encouraged to interact with members of
18 the public, and get paid extra to do so. Each interaction a model has with a member of the public
19 will earn him another \$100.00 in his total compensation.

20 46. The policy decision for KINK Defendants not to have performers use condoms when
21 engaging in oral sex on "condom and barrier protection required" shoots was made by Defendant
22 ACWORTH.

23 47. Beginning in August 2013, four more performers in California would be diagnosed
24 with HIV. At least two of those workers have traced their infection back to their work with
25 KINK Defendants. In her last shoot while working for Kink Defendants, Cameron Bay was
26 directed to continue to perform sexual acts on a male model even though there was blood and a
27 visible cut on the model's penis.

28 48. On September 18, 2013, the AIDS Healthcare Foundation held a press conference and

1 announced that several pornographic video actors received positive HIV tests, including three
2 who had worked for KINK Defendants.

3 49. Among those performers that worked for KINK Defendants who tested positive for
4 HIV was Patrick Stone, who tested positive on September 10, 2013. Stone told *SF Weekly* that
5 KINK Defendants had contacted him to perform in a video shoot even *after* he had notified them
6 of his HIV positive status.

7 50. On January 30, 2014 the State of California Division of Occupational Safety and
8 Health, Cal/OSHA High Hazard Compliance Unit issued an eighteen-page Citation and
9 Notification of Penalty to KINK Defendants imposing a fine of \$78,710.

10 51. The Citation and Notification of Penalty asserted multiple violations of Title 8 of the
11 California *Code of Regulations* (CCR), including violations classified as "General,"
12 "Regulatory," and "Serious" by KINK Defendants:

- 13 a. Unauthorized use of flexible cords and cables not specifically permitted by
14 CCR Section 2500.7 (Citation 1 Item 1 – General);
- 15 b. Failing to maintain records of safety training given to employees required by
16 Title 8 CCR 3203(b)(2) and subsection (a)(7) (Citation 1 Item 2 – Regulatory);
- 17 c. Failing to provide adequate first-aid materials to employees on every job, in
18 accordance with CCR 3400(c) (Citation 1 Item 3 – General);
- 19 d. Failing to require employees to undergo the Hepatitis B vaccination or, if they
20 decline, sign a statement mandated by CCR 5191(f)(2)(D) Appendix A
21 (Citation 1 Item 4 – Regulatory);
- 22 e. Failing to keep Cal/OSHA injury and illness records and Cal/OSHA Form 301
23 Injury and Illness Incident Reports in accordance with CCR 14300.01(a)(2)
24 (Citation 1 Item 5 – Regulatory);
- 25 f. Failing to provide records demanded by an authorized government
26 representative within four (4) business hours, according to CCR 14300.40(a)
27 (Citation 1 Item 6 – Regulatory);
- 28 g. Failing to establish, implement and maintain an effective Injury and Illness

1 Prevention Program (IIPP) which meets the standards of CCR 3203(a) for
2 employees exposed to workplace hazards including, but not limited to,
3 electrical hazards and sexually transmitted illnesses in the course of producing
4 adult videos (Citation 1 Item 7 – General);

5 h. Failing to record the steps taken to implement and maintain the Injury and
6 Illness Prevention Program in accordance with CCR 3203(b)(1) (Citation 1
7 Item 8 – Regulatory);

8 i. Failing to establish, implement and maintain an effective Exposure Control
9 Plan which is designed to eliminate or minimize employee exposure in
10 accordance with CCR 5193(c)(1), and which is also consistent with Section
11 3203. “At and prior to the time of the Cal/OSHA inspection, CYBERNET had
12 not established and implemented an effective exposure control plan to protect
13 employees who had reasonable anticipated contact with blood or Other
14 Potentially Infectious Materials (OPIM) from the hazards of bloodborne
15 pathogens CYBERNET had not developed and implemented procedures or
16 schedule for: (d) methods of compliance, including engineering controls and
17 work practices; (f) hepatitis B vaccination and post-exposure evaluation and
18 follow-up; and(h) recordkeeping.” (Citation 2 Item 1 – Serious);

19 j. Failing to observe universal precautions to prevent contact with blood or Other
20 Potentially Infectious Materials (OPIM) in accordance with CCR 5193(d)(1).
21 “On or before 8/9/13, employees of CYBERNET who had reasonably
22 anticipated contact with blood or OPIM were exposed to the hazards of
23 bloodborne pathogens. CYBERNET did not observe Universal Precautions
24 which exposed employees to blood and OPIM during production activities
25 associated with adult content videos.” (Citation 3 Item 1 – Serious);

26 k. Failing to satisfy the general requirements of Engineering and Work Practice
27 Controls in accordance with CCR 5193(d)(2). “On or before 8/9/13, employees
28 of CYBERNET who had reasonably (sic) anticipated contact (sic) with

1 blood or Other Potentially Infectious Materials (OPIM) were exposed to the
2 hazards of bloodborne pathogens. CYBERNET did not require the use of
3 engineering controls and work practice controls during production activities
4 associated with adult content videos to eliminate and/or minimize employee
5 exposure to blood and OPIM." (Citation 4 Item 1 – Serious).

6 52. On February 4, 2014, *SF Weekly* published an article titled "Bay Area Porn
7 Companies Slapped With Fines for Not Using Condoms," making specific reference to KINK
8 Defendants' fine of \$78,710.00 by OSHA for workplace safety hazards. According to writer
9 Kate Conger, "The majority of the fines were for allowing performers to work without using
10 condoms... The fine is one of several that OSHA has issued... and follows in the wake of
11 several HIV scares in the industry... Porn production was forced to halt industry-wide several
12 times last year, after performers tested positive for HIV, including Cameron Bay, a performer
13 who worked at Kink shortly before her diagnosis."

14 53. The article further elaborates:

15 Although the complaints that sparked OSHA's investigations into
16 Kink... are sealed to protect the identities of whistle-blowing
17 employees, the AIDS Healthcare Foundation has publicly stated
18 that it filed complaints against both companies. Its complaint
19 against Kink claims Bay may have contracted HIV on set – "We
20 have reason to believe that on 7/31/13 adult film employees were
21 exposed to bloodborne pathogens and other potentially infectious
22 materials... An employee from this production named Cameron
23 Alexandria Adams (AKA Cameron Bay) tested positive for the
24 Human Immunodeficiency Virus (HIV) as early as 8/19/13... Ms.
Adams engaged in acts considered high-risk for the transmission of
HIV, including multiple sex partners and acts resulting in trauma
to vaginal, oral, and anal mucosa. Additionally, a large group
estimated at 10-12 individuals, including production staff, are
likely to have been exposed."

25 54. At the time, Defendant ACWORTH incorrectly and misleadingly claimed the
26 complaints which prompted the OSHA investigation were not made by actual people who
27 worked for KINK Defendants, "but by outside groups with a long history of opposition to adult
28 film." Mike Stabile, a spokesperson for KINK Defendants told *SF Weekly*, "The fines were not
related to a particular incident, but rather about our policy of leaving the choice to use a condom

1 up to the performer.”

2 55. As exhibited by Plaintiff RODGERS's allegations above, the choice of whether to
3 use a condom while working for KINK Defendants is *not* left up to the performer. Although
4 KINK Defendants' policies represent that an actor or model can request a condom at any time
5 and one will be used, this policy has *not* been enforced.

6 56. Condom usage in the pornographic film industry has been a widely debated topic in
7 recent years. Condoms are now mandatory in Los Angeles County pornographic film
8 productions, which has resulted in a significant decrease in the filming of pornographic materials
9 in Los Angeles County. While California Health & Safety Codes do require condom usage
10 during filming within the entire state of California, condom use is not enforced in San Francisco.
11 Pornographic film producers vehemently argue that condom use should not be required during
12 filming, arguing that audiences find actors performing sex acts without condoms much more
13 exciting.

14 57. Defendant ACWORTH discouraged the use of condoms in the workplace for
15 financial gain. Admittedly, patrons of KINK Defendants preferred content where condoms were
16 not worn and editing out condoms from the video would have allegedly been too costly for
17 KINK Defendants. Defendant ACWORTH instructed KINK Defendants' staff to enforce this
18 policy, particularly as it applied to condom usage in oral sex scenes, on shoots including, but not
19 limited to, the KINK SHOTS involving Plaintiff.

20 58. During the years Plaintiff was working on behalf of KINK Defendants, mandatory
21 safety regulations were blatantly ignored and necessary precautionary measures to protect the
22 health of the models were not taken by KINK Defendants, ACWORTH, DARKHOLME, KEYS,
23 and TOMCAT.

24 59. KINK Defendants have a documented history of failing to create, implement, and
25 uphold safety regulations to protect its models. Instead, KINK Defendants and Defendants
26 ACWORTH, DARKHOLME, KEYS, and TOMCAT promote unsafe and reckless sex practices
27 in order to increase membership and viewership of their online porn site. In so doing, KINK
28 Defendants and Defendants ACWORTH, DARKHOLME, KEYS, and TOMCAT, consciously

1 disregarded the rights and safety of Plaintiff and other models working for KINK Defendants by
2 prioritizing corporate profits over human lives.

3 60. Since Plaintiff RODGERS's HIV diagnosis, he has been seriously depressed. Plaintiff
4 faces constant discrimination due to being HIV positive. He is unable to be intimate with anyone
5 before first giving them a health lesson on HIV, and even then, romantic partners are afraid.
6 Taking daily medication is a constant reminder to Plaintiff of his diagnosis and the feelings he
7 has related to that diagnosis.

8 61. There are now countries Plaintiff RODGERS will never be able to travel to because
9 they will not allow visitors diagnosed with HIV. There are now many jobs he will never be able
10 to hold, such as some occupations in the health care industry, due to the risk of accidental
11 transmission of HIV.

12 62. Plaintiff RODGERS lives in constant fear of what could happen if he was unable to
13 receive his medication.

14 63. Plaintiff RODGERS was previously very healthy. Today, Plaintiff's health is
15 severely compromised. Plaintiff must take several medications daily, which will more than
16 likely continue for the rest of his life.

17 64. Plaintiff has lost hope for the future as a result of his diagnosis.

18 65. Plaintiff is informed and believes and therefore, alleges, that each of the Defendants
19 designated herein caused injury and damages proximately thereby to Plaintiff as herein alleged,
20 and are, therefore, responsible to Plaintiff for the damages herein requested.

21 **FIRST CAUSE OF ACTION**

22 **NEGLIGENCE**

23 (against KINK.COM; KINK STUDIOS, LLC; KINKMEN.COM;
24 TSSEDUCTION.COM; CYBERNET ENTERTAINMENT, LLC; ARMORY
25 STUDIOS, LLC; PETER ACWORTH; VAN DARKHOLME; SEBASTIAN KEYS;
26 TOMCAT and DOES 1-50)

27 66. Plaintiff incorporates each and every paragraph of the complaint as though fully set
28 forth in the cause of action.

67. Defendants had a duty to have a work place safety specialist at the KINK SHOOTS to

1 ensure adequate personal protective equipment was available at the shoot. Defendants had a duty
2 to inspect all performers for cuts, sores, and lesions. Defendants had a duty to have a
3 Bloodborne Pathogen Exposure Control Plan in order to assist in implementing and ensuring
4 compliance with the Cal OSHA standards for bloodborne pathogens to protect employees and
5 contractors. Defendants had a duty to maintain appropriate health records of their performers,
6 including STD and HIV tests before shooting commenced. Defendants DARKHOLME,
7 TOMCAT, and SEBASTIAN had a duty, as directors of the shoots, to enforce the use of
8 condoms at the shoot.
9

10 68. Defendants breached each and every duty referenced above, which was owed to
11 Plaintiff.

12 69. Defendants, by and through their managing agents, knew of and condoned the
13 behavior of Defendants. The acts complained of herein were adopted, approved, condoned
14 and/or taken by one or more managing agent of Defendants each of whom had the authority to
15 make policy and/or to direct a substantial portion of its business.
16

17 70. Defendants breach of each of the above-referenced duties was a substantial cause of
18 Plaintiff's injuries.

19 71. As a direct and proximate result of the aforementioned conduct of Defendants, and
20 each of them, Plaintiff has suffered damages in the form of physical harm when he was exposed
21 to and/or contracted HIV while performing at the KINK SHOOT. Plaintiff has incurred and
22 will continue to incur significant costs for medical treatment, medications, and all other related
23 expenses for the treatment of his contracted illness.
24

25 72. As a direct and proximate result of the aforementioned conduct of Defendants, and
26 each of them, Plaintiff has suffered damages including, but not limited to, past and future lost
27 earnings and medical and/or psychological treatment expenses, all within the jurisdictional limits
28 of this court. The exact amount of said losses will be stated according to proof at trial.

1 73. As a further direct and proximate result of the aforementioned conduct of said
2 Defendants, and each of them, Plaintiff has suffered mental and emotional distress including, but
3 not limited to, great derision and embarrassment amongst members of the community and
4 family, he has also suffered severe emotional distress, including, but not limited to, anxiety, fear,
5 humiliation, mental anguish, depression, and post-traumatic stress disorder, all to his general
6 damage, in an amount to be stated according to proof at trial.

7 SECOND CAUSE OF ACTION

8 **NEGLIGENCE PER SE**

9 (against KINK.COM; KINK STUDIOS, LLC; KINKMEN.COM;
10 TSSSEDUCTION.COM; CYBERNET ENTERTAINMENT, LLC; ARMORY
11 STUDIOS, LLC; PETER ACWORTH; VAN DARKHOLME; SEBASTIAN KEYS;
 TOMCAT and DOES 1-50)

12 74. Plaintiff incorporates each and every paragraph of the complaint as though fully set
13 forth in the cause of action.

14 75. At the KINK SHOOT, Defendants were required by California *Code of Regulations*
15 Title 8, Section 5193 to have performers use barrier protection including condoms, to protect
16 them during the production of adult films.

17 76. Defendants violated the following laws:

- 18 a. Failing to establish, implement and maintain an effective Exposure Control Plan
19 which is designed to eliminate or minimize employee exposure in accordance
20 with California *Code of Regulations* Title 8, Section 5193 (c)(1), and which is
21 also consistent with Section 3203. "At and prior to the time of the Cal/OSHA
22 inspection, CYBERNET had not established and implemented an effective
23 exposure control plan to protect employees who had reasonable anticipated
24 contacted with blood or Other Potentially Infectious Materials (OPIM) from the
25 hazards of bloodborne pathogens CYBERNET had not developed and
26 implemented procedures or schedule for: (d) methods of compliance, including
27 engineering controls and work practices; (f) hepatitis B vaccination and post-
28 exposure evaluation and follow-up; and(h) recordkeeping." (Citation 2 Item 1 -

Serious);

b. Failing to observe universal precautions to prevent contact with blood or Other Potentially Infectious Materials (OPIM) in accordance with California *Code of Regulations* Title 8, Section 5193 (d)(1). "On or before 8/9/13, employees of CYBERNET who had reasonably anticipated contacted with blood or OPIM were exposed to the hazards of bloodborne pathogens. CYBERNET did not observe Universal Precautions which exposed employees to blood and OPIM during production activities associated with adult content videos." (Citation 3 Item 1 – Serious);

c. Failing to satisfy the general requirements of Engineering and Work Practice Controls in accordance with California *Code of Regulations* Title 8, Section 5193 (d)(2). "On or before 8/9/13, employees of CYBERNET who had reasonably (sic) anticipated contacted (sic) with blood or Other Potentially Infectious Materials (OPIM) were exposed to the hazards of bloodborne pathogens. CYBERNET did not require the use of engineering controls and work practice controls during production activities associated with adult content videos to eliminate and/or minimize employee exposure to blood and OPIM." (Citation 4 Item 1 – Serious).

77. The Defendants violated the above-laws and breached the above-duties owed to Plaintiff.

78. Defendants, by and through their managing agents, knew of and condoned the behavior of Defendants. The acts complained of herein were adopted, approved, condoned and/or taken by one or more managing agent of Defendants each of whom had the authority to make policy and/or to direct a substantial portion of its business.

79. Defendants' violation of these laws and breach of duties to Plaintiff was a substantial factor in causing damage to Plaintiff.

80. As a direct and proximate result of the aforementioned conduct of Defendants, and each of them, Plaintiff has suffered damages in the form of physical harm when he was exposed to and/or contracted HIV while performing at the KINK SHOOTS. Plaintiff has incurred and

1 will continue to incur significant costs for medical treatment, medications, and all other related
2 expenses for the treatment of his contracted illness.

3 81. As a direct and proximate result of the aforementioned conduct of Defendants, and
4 each of them, Plaintiff has suffered damages including, but not limited to, past and future lost
5 earnings and medical and/or psychological treatment expenses, all within the jurisdictional limits
6 of this court. The exact amount of said losses will be stated according to proof at trial.

7 82. As a further direct and proximate result of the aforementioned conduct of said
8 Defendants, and each of them, Plaintiff has suffered mental and emotional distress including, but
9 not limited to, great derision and embarrassment amongst members of the community and
10 family, he has also suffered severe emotional distress, including, but not limited to, anxiety, fear,
11 humiliation, mental anguish, depression, and post-traumatic stress disorder, all to his general
12 damage, in an amount to be stated according to proof at trial.

13 THIRD CAUSE OF ACTION

14 INTENTIONAL/FRAUDULENT MISREPRESENTATION

15 (against KINK.COM; KINK STUDIOS, LLC; KINKMEN.COM; TSSEDUCTION.COM;
16 CYBERNET ENTERTAINMENT, LLC; ARMORY STUDIOS, LLC; PETER ACWORTH;
17 VAN DARKHOLME; SEBASTIAN KEYS; TOMCAT AND DOES 1-50)

18 83. Plaintiff incorporates each and every paragraph of the complaint as though fully set
19 forth in the cause of action.

20 84. Defendants made the following representation to Plaintiff regarding each of the
21 KINK SHOOTs: "This is a condom and barrier protection required shoot."

22 85. Defendants' representations were false as the KINK SHOOTs did not use condoms
23 or barrier protections for oral sex scenes.

24 86. Defendants knew that the representations to Plaintiff that the KINK SHOOTs were
25 condom and barrier protection required shoots were false when they made it; and/or Defendants
26 made the representations recklessly and without regard for their truth.

27 87. Plaintiff was harmed in that he was exposed to and/or contracted HIV at one of the
28 KINK SHOOTs as a result of condoms and/or barrier protections not being used.

88. Defendants, by and through their managing agents, knew of and condoned the

1 behavior of Defendants. The acts complained of herein were adopted, approved, condoned
2 and/or taken by one or more managing agent of Defendants each of whom had the authority to
3 make policy and/or to direct a substantial portion of its business.
4

5 89. Plaintiff's reliance on Defendants' representations that the KINK SHOOTS were
6 condom and barrier protection required shoots was a substantial factor in causing his harm.

7 90. As a direct and proximate result of the aforementioned conduct of Defendants,
8 Plaintiff has suffered damages in the form of physical harm when he was exposed to and/or
9 contracted HIV while performing at the KINK SHOOTS. Plaintiff has incurred and will continue
10 to incur significant costs for medical treatment, medications, and all other related expenses for
11 the treatment of his contracted illness.
12

13 91. As a direct and proximate result of the aforementioned conduct of Defendants, and
14 each of them, Plaintiff has suffered damages including, but not limited to, past and future lost
15 earnings and medical and/or psychological treatment expenses, all within the jurisdictional limits
16 of this court. The exact amount of said losses will be stated according to proof at trial.
17

18 92. As a further direct and proximate result of the aforementioned conduct of said
19 Defendants, and each of them, Plaintiff has suffered mental and emotional distress including, but
20 not limited to, great derision and embarrassment amongst members of the community and
21 family, he has also suffered severe emotional distress, including, but not limited to, anxiety, fear,
22 humiliation, mental anguish, depression, and post-traumatic stress disorder, all to his general
23 damage, in an amount to be stated according to proof at trial.

24 93. The aforementioned acts were committed by Defendants, and each of them, and/or by
25 officers, directors, managing agents, agents and/or representatives of Defendants and/or were
26 known to, aided, abetted, authorized by, ratified by and/or otherwise approved by Defendants
27 and/or by the officers, directors, managing agents, agents and/or representatives of Defendants.
28

1 The above acts of Defendants, and each of them, were despicable and committed knowingly,
2 willfully and maliciously, with the intent to harm, injure, vex, annoy and oppress Plaintiff and
3 with a conscious disregard of Plaintiff's rights, health, and safety. KINK Defendants, Defendant
4 ACWORTH, Defendant DARKHOLME, Defendant KEYS, and Defendant TOMCAT
5 consciously disregarded the rights and safety of Plaintiff and other models working for KINK
6 Defendants by prioritizing corporate profits over human lives. Plaintiff is therefore entitled to
7 punitive damages in a sum sufficient to punish said defendants so that such conduct will not take
8 place again.
9

10 **FOURTH CAUSE OF ACTION**

11 **CIVIL CONSPIRACY TO COMMIT FRAUD**

12 (against KINK.COM; KINK STUDIOS, LLC; KINKMEN.COM;
13 TSSEDUCTION.COM; CYBERNET ENTERTAINMENT, LLC; ARMORY
14 STUDIOS, LLC; PETER ACWORTH; VAN DARKHOLME; SEBASTIAN KEYS;
15 TOMCAT and DOES 1-50)

16 94. Plaintiff incorporates each and every paragraph of the complaint as though fully set
17 forth in the cause of action.

18 95. Upon information and belief, Defendant ACWORTH and KINK Defendants and
19 DOES 1-50 agreed with Defendant DARKHOLME, Defendant KEYS, and Defendant
20 TOMCAT to make intentional misrepresentations to Plaintiff, including but not limited to the
21 following: That the KINK SHOOTs would be condom and barrier protection required shoots.

22 96. All Defendants agreed to engage in a conspiracy to subject Plaintiff to the fraudulent
23 representations in order to induce Plaintiff to participate in Defendants' KINK SHOOTs.

24 97. All Defendants agreed to engage in a scheme, which was intended to violate
25 Plaintiff's rights. All Defendants knowingly and willfully agreed amongst themselves to subject
26 Plaintiff to the fraudulent representations in order to induce Plaintiff to participate in Defendants'
27 KINK SHOOTs.

28 98. All Defendants combined to inflict wrongs against and/or injury on Plaintiff as
described in this Complaint. All Defendants understood, accepted, and/or explicitly and/or
implicitly agreed to the general objectives of their scheme to subject Plaintiff to fraudulent
representations in order to induce Plaintiff to participate in Defendants' KINK SHOOTs.

1 99. All Defendants acquired, possessed, and maintained a general knowledge of the
2 conspiracy's objectives to inflict wrongs against and/or injury upon Plaintiff as described in this
3 Complaint.

4 100. Defendants, by and through their managing agents, knew of and condoned the
5 behavior of Defendants. The acts complained of herein were adopted, approved, condoned
6 and/or taken by one or more managing agent of Defendants each of whom had the authority to
7 make policy and/or to direct a substantial portion of its business.

8 101. Defendants' conspiracy to commit these tortious acts on Plaintiff was a substantial
9 factor in causing damage and injury to Plaintiff as alleged herein.

10 102. As a direct and proximate result of the aforementioned conduct of Defendants,
11 Plaintiff has suffered damages in the form of physical harm when he was exposed to and/or
12 contracted HIV while performing at the KINK SHOOTs. Plaintiff has incurred and will continue
13 to incur significant costs for medical treatment, medications, and all other related expenses for
14 the treatment of his contracted illness.

15 103. As a direct and proximate result of the aforementioned conduct of Defendants, and
16 each of them, Plaintiff has suffered damages including, but not limited to, past and future lost
17 earnings and medical and/or psychological treatment expenses, all within the jurisdictional limits
18 of this court. The exact amount of said losses will be stated according to proof at trial.

19 104. As a further direct and proximate result of the aforementioned conduct of said
20 Defendants, and each of them, Plaintiff has suffered mental and emotional distress including, but
21 not limited to, great derision and embarrassment amongst members of the community and
22 family, he has also suffered severe emotional distress, including, but not limited to, anxiety, fear,
23 humiliation, mental anguish, depression, and post-traumatic stress disorder, all to his general
24 damage, in an amount to be stated according to proof at trial.

25 105. The aforementioned acts were committed by Defendants, and each of them, and/or by
26 officers, directors, managing agents, agents and/or representatives of Defendants and/or were
27 known to, aided, abetted, authorized by, ratified by and/or otherwise approved by Defendants
28 and/or by the officers, directors, managing agents, agents and/or representatives of Defendants.

1 The above acts of Defendants, and each of them, were despicable and committed knowingly,
2 willfully and maliciously, with the intent to harm, injure, vex, annoy and oppress Plaintiff and
3 with a conscious disregard of Plaintiff's rights, health, and safety. KINK Defendants, Defendant
4 ACWORTH, Defendant DARKHOLME, Defendant KEYS, and Defendant TOMCAT
5 consciously disregarded the rights and safety of Plaintiff and other models working for KINK
6 Defendants by prioritizing corporate profits over human lives. Plaintiff is therefore entitled to
7 punitive damages in a sum sufficient to punish said defendants so that such conduct will not take
8 place again.

9 **FIFTH CAUSE OF ACTION**

10 **BREACH OF IMPLIED COVENANT OF GOOD FAITH AND FAIR DEALING**

11 (against KINK.COM; KINK STUDIOS, LLC; KINKMEN.COM;
12 TSSEDUCTION.COM; CYBERNET ENTERTAINMENT, LLC; ARMORY
13 STUDIOS, LLC; PETER ACWORTH; VAN DARKHOLME; SEBASTIAN KEYS;
14 TOMCAT and DOES 1-50)

15 106. Plaintiff incorporates each and every paragraph of the complaint as though fully set
16 forth in the cause of action.

17 107. Defendants, and each of them, entered into a contract with Plaintiff RODGERS on or
18 about July 28, 2013, July 29, 2013, and August 1, 2013, respectively. (hereinafter
19 "CONTRACTS").

20 108. At the time of entering into the CONTRACTS and at all relevant times, Plaintiff was
21 an actor and model in the adult entertainment industry.

22 109. Plaintiff fully performed all duties required of him under the CONTRACTS.

23 110. In the CONTRACTS, there was an implied promise of good faith and fair dealing.
24 The implied promise meant that each party would not do anything to unfairly interfere with the
25 right of the other party to receive benefits of the contract. This requires, among other things,
26 that: each party in the relationship must act with good faith toward the other concerning all
27 matters related to the CONTRACTS; each party in the CONTRACTS must act with fairness
28 toward the other concerning all matters related to the CONTRACTS; and Defendants would
comply with its own representations, rules, policies, and procedures in dealing with Plaintiff.

1 111. Defendants breached the covenant of good faith and fair dealing in the following
2 ways:

- 3 a. Defendants told Plaintiff that the KINK SHOOTS would be condom and barrier
4 required shoots.
- 5 b. Defendants also violated California *Code of Regulations* Title 8, Section 5193,
6 which required performers to use barrier protection including condoms, to protect
7 them during the production of adult films, including, but not limited to the KINK
8 SHOOTS involving Plaintiff.
- 9 c. Defendants had a duty to have a work place safety specialist at the shoot to ensure
10 adequate personal protective equipment is available at the shoot.
- 11 d. Defendants had a duty to have a Bloodborne Pathogen Exposure Control Plan in
12 order to protect their performers, including Plaintiff.
- 13 e. Defendants had a duty to maintain appropriate health records of their performers,
14 including STD and HIV tests before shooting commenced.
- 15 f. Defendant DARKHOLME had a duty as director of the July 28, 2013 shoot to
16 enforce the use of condoms at the shoot.
- 17 g. Defendant KEYS had a duty as director of the July 29, 2013 shoot to enforce the
18 use of condoms at the shoot.
- 19 h. Defendant TOMCAT had a duty as director of the August 1, 2013 shoot to
20 enforce the use of condoms at the shoot.
- 21 i. Defendants repeatedly refused to abide by their own policies when dealing with
22 Plaintiff.

23 112. Defendants unfairly interfered with Plaintiff's rights to receive the benefits of the
24 CONTRACTS. As a result of Plaintiff becoming HIV positive, Plaintiff could no longer engage
25 in Defendants' shoots or other shoots in the porn industry.

26 113. Defendants' conduct was a failure to act fairly and in good faith.

27 114. Defendants, by and through their managing agents, knew of and condoned the
28 behavior of Defendants. The acts complained of herein were adopted, approved, condoned

1 and/or taken by one or more managing agent of Defendants each of whom had the authority to
2 make policy and/or to direct a substantial portion of its business.

3 115. As a direct and proximate result of the aforementioned conduct of Defendants,
4 Plaintiff has suffered damages in the form of physical harm when he was exposed to and/or
5 contracted HIV while performing the CONTRACTS. Plaintiff has incurred and will continue to
6 incur significant costs for medical treatment, medications, and all other related expenses for the
7 treatment of his contracted illness.

8 116. Due to Plaintiff's diagnosis with HIV, he is no longer able to perform as an actor and
9 model. As a direct and proximate result of the aforementioned conduct of Defendants, and each
10 of them, Plaintiff has suffered damages including, but not limited to, past and future lost earnings
11 and medical and/or psychological treatment expenses, all within the jurisdictional limits of this
12 court. The exact amount of said losses will be stated according to proof at trial.

13 117. As a further direct and proximate result of the aforementioned conduct of said
14 Defendants, and each of them, Plaintiff has suffered mental and emotional distress including, but
15 not limited to, great derision and embarrassment amongst members of the community and
16 family, he has also suffered severe emotional distress, including, but not limited to, anxiety, fear,
17 humiliation, mental anguish, depression, and post-traumatic stress disorder, all to his general
18 damage, in an amount to be stated according to proof at trial.

19 118. As a further, direct and proximate result of the aforementioned conduct of
20 Defendants, and each of them, Plaintiff has been obliged to expend or incur liability for costs of
21 suit, attorneys' fees and related expenses in an amount not yet fully ascertained, but which will
22 be submitted at the time of trial.

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1 **SIXTH CAUSE OF ACTION**

2 **NEGLIGENT SUPERVISION**

3 (against KINK.COM; KINK STUDIOS, LLC; KINKMEN.COM;
4 TSSEDUCTION.COM; CYBERNET ENTERTAINMENT, LLC; ARMORY
5 STUDIOS, LLC; PETER ACWORTH; VAN DARKHOLME; SEBASTIAN KEYS;
6 TOMCAT and DOES 1-50)

7 119. Plaintiff incorporates each and every paragraph of the complaint as though fully set
8 forth in the cause of action.

9 120. Defendants ACWORTH and KINK Defendants and/or Defendant DIRECTORS
10 owed Plaintiff a duty to provide reasonable supervision to their employees, agents, and/or
11 contractors, including but not limited to Defendant DIRECTORS and/or Defendant ACWORTH.

12 121. Defendants ACWORTH and KINK Defendants and/or Defendant DIRECTORS had
13 a duty to ensure that their employees, agents, and/or contractors, including but not limited to,
14 Defendant DIRECTORS and/or Defendant ACWORTH, would properly execute their functions,
15 duties, and obligations in a lawful manner.

16 122. Defendants ACWORTH and KINK Defendants and/or Defendant DIRECTORS
17 knew or should have known that Defendants' employees, agents, and/or contractors, including
18 but not limited to, Defendant DIRECTORS and/or Defendant ACWORTH, were unfit for their
19 positions and that this unfitness created a particular risk to others, including Plaintiff.

20 123. Defendants ACWORTH and KINK Defendants and/or Defendant DIRECTORS
21 failed to supervise and/or train Defendants' employees, agents, and/or contractors, including but
22 not limited to, Defendant DIRECTORS and/or Defendant ACWORTH, such that the following
23 laws, rules, regulations, and/or policies were violated:

- 24 a. The KINK SHOOTS were condom and barrier protection required shoots,
25 however, neither condoms nor barrier protection was required or used with regard
26 to oral sex;
27 b. Defendant ACWORTH made the decision to have untested performers not use
28 condoms or barrier protection during oral sex scenes on condom and barrier
protection required shoots and instructed KINK Defendants' staff, including

1 Defendant DIRECTORS to enforce his decision on shoots including, but not
2 limited to, the KINK SHOOTS involving Plaintiff;
3 c. California *Code of Regulations* Title 8, Section 5193 was violated, which required
4 performers to use barrier protection including condoms, to protect them during the
5 production of adult films, including, but not limited to the KINK SHOOTS
6 involving Plaintiff;
7 d. No work place safety specialist was at the KINK SHOOTS to ensure adequate
8 personal protective equipment was available at the shoots;
9 e. Performers, including Plaintiff, were not inspected for cuts, sores, and lesions
10 during the KINK SHOOTS;
11 f. No Bloodborne Pathogen Exposure Control Plan was in place in order to protect
12 KINK Defendants' performers, including Plaintiff;
13 g. Appropriate health records were not maintained of KINK Defendants' performers,
14 including STD and HIV tests before the KINK SHOOTS commenced;
15 h. Defendant DARKHOLME failed to enforce the use of condoms at the July 28,
16 2013 shoot;
17 i. Defendant KEYS failed to enforce the use of condoms at the July 29, 2013 shoot;
18 j. Defendant TOMCAT failed to enforce the use of condoms at the August 1, 2013
19 shoot;
20 k. Defendant DIRECTORS had no knowledge of KINK Defendants' Injury and
21 Illness Prevention Program (IIPP) and failed to enforce it on his set;
22 l. Employees of KINK Defendants lacked sufficient knowledge of KINK
23 Defendants' IIPP, were erroneously instructed that the IIPP did not apply to
24 performers, and failed to advise performers of its contents and/or make the
25 contents of the IIPP reasonably available to performers; and
26 m. Defendants repeatedly refused to abide by their own policies when dealing with
27 Plaintiff.
28 124. By failing to carry out their duty of supervision relating to KINK Defendants'